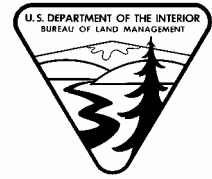




# United States Department of the Interior

## Bureau of Land Management

Eastern States  
7450 Boston Boulevard  
Springfield, Virginia 22153  
<http://www.es.blm.gov>



**February 2, 2004**

### **Notice of Competitive Lease Sale Oil and Gas**

The Bureau of Land Management, Eastern States, is pleased to announce that we will offer for competitive sale certain Federal lands in Alabama (ES-001), Arkansas (ES-002 thru ES-016), Kentucky (ES-017 thru ES-029), and Mississippi (ES-030 thru ES-064) for oil and gas leasing.

This notice describes—

1. the time and place of the auction,
2. how to register for and participate in the bidding process,
3. the conditions of the auction,
4. how to file a pre-sale noncompetitive offer, and
5. how to file a noncompetitive offer after the auction.

#### **When and where will the auction take place?**

- When:** The competitive oral auction will begin at **10:00 a.m. on March 18, 2004**. The sale room will open one hour earlier to allow you to register and get your bidding number.
- Where:** We will hold the auction at the BLM, Eastern States, 7450 Boston Boulevard, Springfield, Virginia 22153. Parking will be available at the sale site.
- Access:** The auction room is accessible to persons with disabilities. If you need an auxiliary aid or service to participate in the auction, such as a sign language interpreter or materials in an alternate format, please contact Sherlena Clark at (703) 440-1552 by March 4, 2004.

#### **How do I register as a bidder?**

You have to register and get a bidding number to participate in the sale. A Bidder Registration Form is included in this package. We will have copies available at the auction site. We will begin registering bidders at 9:00 a.m. on the day of the sale.

## How do I participate in the bidding process?

The auctioneer will offer the parcels on the list attached to this notice in number order. Only registered bidders may make oral bids. All bids are on a per-acre basis for the entire acreage in the parcel. The winning bid will be the highest oral bid equal to or exceeding the minimum acceptable bid. The decision of the auctioneer is final.

The minimum acceptable bid is \$2 per acre or fraction thereof. If the parcel has fractional acreage, round it up to the next whole acre. For example, a parcel of 100.5 acres requires a minimum bid of \$202 (\$2 x 101 acres). After the auctioneer has offered all parcels, you may request that any unsold parcel be re-offered.

## What are the terms and conditions of a lease issued as a result of this sale?

6. **Term of the lease:** A lease is issued for a primary term of 10 years. It continues beyond that if it has production in paying quantities. We charge a royalty of 12.5 percent of the value of oil or gas removed or sold from a lease. You will find other lease terms on our standard lease form (Form 3100-11, June 1988 or later editions).

7. **Stipulations:** Some parcels are subject to surface use stipulations. They are requirements or restrictions on how you conduct operations. These stipulations are included in the parcel descriptions on the attached list. They become part of the lease and supercede any inconsistent provisions in the lease form.

## What are the terms of the sale?

8. **Withdrawal:** We reserve the right to withdraw any or all parcels from the sale before the auction begins. If we withdraw any parcels, we will post a notice in the Public Room at the Eastern States Office. You may also get the numbers of withdrawn parcels by contacting Sherlena Clark at (703) 440-1552. If we cancel the sale, we will try to notify all interested parties in advance.

9. **Payment:** You cannot withdraw your bid; it is a legally binding commitment to sign the lease bid form; accept the lease; and pay on the day of the auction the bonus bid, the first year's rent, and an administrative fee. The bonus bid is a deposit of at least \$2.00 per acre or fraction thereof. The first year's rent is \$1.50 per acre or fraction thereof. The administrative fee is \$75 per parcel.

You must pay minimum bonus, first year's rental and administrative fee by 4:30 p.m., at the Eastern States accounting office. You may pay the entire amount of your bid on the day of the auction, but if you don't, **you must pay the balance by April 1, 2004**, which is the 10<sup>th</sup> working day following the auction. If you don't pay in full by this date, you forfeit the right to the lease and all money you have paid us. If you forfeit a parcel, we may offer it for sale at a later auction.

10. **Form of payment:** You can pay by personal check, certified check, money order, or credit card (VISA, MASTERCARD, AMERICAN EXPRESS, or DISCOVER). Make a check payable to: **Department of the Interior-BLM**. We don't accept cash. If a check you have sent us in the past has bounced (been returned for insufficient funds), we will require that you give us a guaranteed payment, such as a certified check.

11. **Bid form:** Successful bidders must submit a signed competitive lease bid form (Form 3000-2, Oct. 1989) with their payment on the day of the auction. This form is a legally binding offer by a prospective lessee to accept a lease and all applicable terms and conditions. We recommend you get the form and complete part of it before the auction, leaving part to be filled out at the auction. Your completed bid form certifies that you are qualified to be a lessee under our regulations at 43 CFR Part 12 and Subpart 3102.5-2. It also certifies that you comply with 18 U.S.C. 1860, a law prohibiting unlawful combinations, intimidation of or collusion among bidders.

12. **Issuance of a lease:** We (the BLM) will issue your lease within 60 days of the sale date by signing the lease form provided you have paid your fees and rent. The effective date of a lease is the first day of the month following the month in which we sign the lease. We can make it effective the first day of the month in which we sign it, if we receive your written request before we sign the lease.

### **How do I file a noncompetitive pre-sale offer?**

Under our regulations at 43 CFR 3110.1(a), you can file a noncompetitive pre-sale offer for lands that –

- 13. are available,
- 14. have not been under lease during the previous one-year period; or
- 15. have not been included in a competitive lease sale within the previous two-year period.

If no bid is received on them, your pre-sale offer gives you priority over any offer filed after the auction. In the list of parcels attached to this notice, we have used an asterisk to mark any parcel that has a pending pre-sale offer. By filing a pre-sale offer, you are consenting to all terms and conditions of the lease, including any stipulations for listed on the attachment to this notice.

To file a pre-sale offer, you must send us --:

16. a standard lease form (Form 3100-11, June 1988 or later edition), which is properly filled out, as required by the regulations under 43 CFR 3110. (**Note: You must copy both sides of the form on one page. If you copy the form on 2 pages, we will reject your offer. We will also reject offers on obsolete lease forms.**);

17. the first year's advance rent in the amount of \$1.50 per acre or fraction thereof; and

18. a nonrefundable administrative fee in the amount of \$75.

**NOTE:** You cannot file a pre-sale offer for any lands included in the parcel list attached to this notice.

### **How do I file a noncompetitive offer after the auction?**

You may be able to get a noncompetitive lease for a parcel we offered if –

- 19. we did not withdraw it from the sale;
- 20. it did not receive a bid; and
- 21. it does not have a noncompetitive pre-sale offer pending.

Parcels that meet all these criteria are available on a first-come, first-served basis for two years from the date of the auction. If you want to file a noncompetitive offer for an unsold parcel immediately after the sale or on the next business day, give us the items listed above under pre-

sale offers in a sealed envelope marked “Noncompetitive Offer.” We will provide drop boxes at the Eastern States accounting office. We consider all noncompetitive offers that we receive on the day of the sale and the first business day after the sale as filed at the same time (simultaneously). Where an unsold parcel receives more than one simultaneous filing, we will hold a public drawing to determine who will get the lease.

**Where can I get copies of BLM forms?**

Click here for BLM forms: <http://www.nc.blm.gov/blmforms/>.

**When is the next sale scheduled?**

The next sale is tentatively scheduled for June 17, 2004.

**Who should I contact if I have a question?**

For more information, contact Sherlena Clark at (703) 440-1552.

*IDA V. DOUP*

Ida V. Doup  
Chief, Branch of Use Authorization  
Division of Resources Planning, Use  
and Protection

***PLEASE COMPLETE ONE FORM FOR EACH COMPANY AND/OR  
INDIVIDUAL YOU ARE REPRESENTING AND BRING TO THE SALE  
LOCATION TO SPEED PROCESSING OF REGISTRATION***

## **REGISTRATION FORM**

**BIDDER NO.** \_\_\_\_\_  
(Leave Blank)

**NAME:** \_\_\_\_\_

**BUSINESS PHONE:** \_\_\_\_\_

**BUSINESS ADDRESS:**

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**THE LESSEE MUST BE QUALIFIED TO HOLD  
A FEDERAL OIL AND GAS LEASE.**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**A COPY OF THE LEASE AND ALL BILLING NOTICES WILL BE SENT TO THE  
NAME AND ADDRESS OF THE LESSEE AS SHOWN ON FORM 3000-2 (BID FORM).**

## **HOTEL INFORMATION**

Springfield Hilton  
6550 Loisdale Court  
Springfield, Virginia  
(703) 971-8900

Holiday Inn  
6401 Brandon Avenue  
Springfield, Virginia  
(703) 644-5555

Best Western  
6560 Loisdale Court  
Springfield, Virginia  
(703) 922-9000

Days Inn  
6721 Commerce Street  
Springfield, Virginia  
(703) 922-6100

Ramada Plaza Hotel  
4641 Kenmore Avenue  
Alexandria, Virginia  
(703) 751-4510

Hotel shuttle to National Airport and Metro Subway

**From Washington, DC, take I-395 South through the Springfield Interchange to where I-395 becomes I-95. Continue on I-95 to Backlick/Fullerton Road Exit 167. At the light turn right onto Fullerton Road. At the third light, turn left onto Boston Boulevard (COSTCO to the left). Eastern States is approximately .3 miles on the right.**

**ES-001-03/04 ARES 52049 ACQ**  
Alabama, Tuscaloosa County, BLM  
T18S, R10W, Huntsville Meridian  
Sec. 26, N2SE.  
80.31 Acres  
\$121.50 Rental  
Subject to BLM Special Lease Stipulations

**BLM SPECIAL LEASE STIPULATIONS**

1. No Surface Occupancy of a well site or production facility will be permitted within 250 feet of any occupied dwelling.
2. No Surface Occupancy of a well site or production facility will be permitted within 250 feet of any stream, pond or other water body.
3. Wetlands must be avoided. If any are located at the pre-drill inspection, Consultation with the U.S. Army Corps of Engineers will be required for a wetlands determination.
4. An archaeological survey will be required prior to any surface-disturbing activities related to this lease.
5. The operator will be required to obtain all pertinent Federal and State permits prior to surface disturbance. The permits may result in the changing of planned drilling sites and locations, or could possibly result in a No Surface Occupancy Stipulation on part of the tract.
6. This lease shall specifically include all occluded natural gas (sometimes referred to as "methane") found in all coal seams in the lands described herein.
7. Lessor specifically grants to the Lessee as much of the subsurface coal deposit as it is reasonably necessary to drill and produce the occluded natural gas found in the coal seams, including the right to drill through any and all coal seams. Furthermore, Lessor specifically grants the right to hydrofrac as much of the coal seam as Lessee deems reasonably necessary to assure maximum production of occluded natural gas from said seams. Lessee expressly agrees to exercise the rights granted herein in a reasonable manner that will not be intended to adversely affect the future mineability of the coal seams.

8. Lessee expressly agrees to fully cooperate with current and subsequent surface and underground coal lessees in an effort to maximize the development of natural resources in the lands covered by this lease. This must include notifying all impacted coal lessees of plans to drill at or prior to the time of submission of an application for permit to drill (APD)

9. The lessee shall be liable to the United States for any damage suffered by the United States in any way arising from or connected with the lessee's activities and operations under this lease, except where damage is caused by employees of the United States acting within the scope of their authority.

10. No construction will be permitted on slopes in excess of 35 percent.

Exception: On a case-by-case basis, this condition may be waived if proposed construction design can be shown to minimize adverse impacts.



**ES-002-03/04 ARES 52050 ACQ**

Arkansas, Scott County, BLM

T6N, R8E, 5th Principal Meridian

Sec. 33, Tract B-760a.

1.60 Acres, more or less

\$4.00 Rental

Subject to BLM No Surface or Subsurface Occupancy Stipulation

**ES-003-03/04 ARES 52051 PD**

Arkansas, Scott County, Ouachita N.F.

T4N, R26W, 5<sup>TH</sup> Principal Meridian

Sec. 20, All.

640.00 Acres

\$960.00 Rental

Subject to F.S. Lease Notice No. 4

**ES-004-03/04 ARES 52052 PD**

Arkansas, Scott County, Ouachita N.F.

T4N, R26W, 5<sup>TH</sup> Principal Meridian

Sec. 21, All.

640.00 Acres

\$960.00 Rental

Subject to F.S. Lease Notice No. 4

**ES-005-03/04 ARES 52053 PD**

Arkansas, Scott County, Ouachita N.F.

T4N, R26W, 5<sup>TH</sup> Principal Meridian

Sec. 22, NW.

160.00 Acres

\$240.00 Rental

Subject to F.S. Lease Notice No. 4

**ES-006-03/04 ARES 52054 PD**

Arkansas, Scott County, Ouachita N.F.

T4N, R26W, 5<sup>TH</sup> Principal Meridian

Sec. 30, All.

659.64 Acres

\$990.00 Rental

Subject to F.S. Lease Notice No. 4

**ES-007-03/04 ARES 52055 ACQ**

Arkansas, Logan County, BLM

T6N, R26W, 5<sup>th</sup> Principal Meridian

Sec. 8, NWNW, NWSW, SESW, NWSE, a 5.10 acre tract described as commencing at the SW corner of Sec. 8, thence N along the West line of said Sec. 8 180.0 rods to the place of beginning, thence E 9.33 chs to a point in the center-line of a branch, thence with said branch meandering S 0° 34' E 2.54 chs to a point, S 36° 44' E .63 chs to a point, S 66° 53' W .54 chs to a point, S 31° 26' E .71 chs to a point, N 64° 02' E 1.37 chs to a point, S 72° 30' E 1.60 chs to a point, S 25° 17' W 1.34 chs to a point, thence W 11.83 chs to a point, thence N 5.00 chs to the point of beginning; a 14.70 acre tract described as beginning at the SW corner of Sec. 8, thence N along the West line of said Sec. 8 180.00 rods to the place of beginning, thence E 37.32 rods, thence N 4° 30' E 60.117 rods, thence W 41.08 rods, thence S 60 rods along the West line to the place of beginning. Containing in the aggregate 19.80 acres, more or less.

(U.S. Minerals Only)

179.80 Acres

\$270.00 Rental

Subject to BLM No Surface or Subsurface Occupancy Stipulation

**ES-008-03/04 ARES 52056 PD**

Arkansas, Scott County, Ouachita N.F.

T4N, R27W, 5<sup>TH</sup> Principal Meridian

Sec. 9, W2, E2NE, NWNE, SWSE.

480.00 Acres

\$720.00 Rental

Subject to F.S. Controlled Surface Use Stipulation No. 1 and F.S. Lease Notice Nos. 3 and 4

**ES-009-03/04 ARES 52057 PD**

Arkansas, Yell County, Ouachita N.F.

T5N, R24W, 5<sup>TH</sup> Principal Meridian

Sec. 27, N2NE, NENW.

120.00 Acres

\$180.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-010-03/04 ARES 52058 ACQ**

Arkansas, Yell County, COE (Blue Mountain Lake)

T5N, R25W, 5<sup>th</sup> Principal Meridian

Sec. 8, S2NWNENW (in Tract BM-54), N2NWNW (in Tract BM-55).

25.00 Acres, more or less

\$37.50 Rental

Subject to COE Stipulations and BLM Special Stipulation

**ES-011-03/04 ARES 52059 ACQ**

Arkansas, Yell County, COE (Blue Mountain Lake)  
T5N, R26W, 5<sup>th</sup> Principal Meridian  
Sec. 12, That portion of Tract BM-237 in SESWNE, N2NENWSE.  
15.00 Acres, more or less  
\$22.50 Rental  
Subject to COE Stipulations and BLM Special Stipulation

**ES-012-03/04 ARES 52060 ACQ**

Arkansas, Crawford County, Ozark N.F.  
T11N, R29W, 5<sup>th</sup> Principal Meridian  
Sec. 6, N2NW less and except 4.26 acres in the NWNW  
described as follows: Beginning at the SE corner of the  
NWNW, thence N 2.00 chains, thence W 21.52 chains,  
thence S 2.00 chains, thence E 21.52 chains to the point  
of beginning.  
80.18 Acres  
\$121.50 Rental

**ES-013-03/04 ARES 52061 PD**

Arkansas, Crawford County, Ozark N.F.  
T12N, R28W, 5<sup>th</sup> Principal Meridian  
Sec. 4, SENE, S2SWNE, S2N2SWNE, NWNW,  
W2SW, SESW, E2NENESE, NWNESE, N2NWSE,  
N2S2NWSE, E2SWSE, SESE;  
Sec. 6, SWNW, W2SW;  
Sec. 8, N2NE, W2SE, W2;  
Sec. 12, W2NE, E2NW, E2SW, S2SE;  
Sec. 18, S2NE, W2NW, NESE, N2NWSE, N2S2NWSE;  
Sec. 28, All.  
2,176.78 Acres  
\$3,265.50 Rental  
Subject to F.S. Controlled Surface Use Stipulation #1A

**ES-014-03/04 ARES 52062 ACQ**

Arkansas, Crawford County, Ozark N.F.  
T12N, R28W, 5<sup>th</sup> Principal Meridian  
Sec. 5, E2NE, NWNE, W2SE, SW, N2NW, SENW;  
Sec. 6, SWNE, NWSE, N2NW, SENW, E2SW;  
Sec. 8, N2S2NE, SESENE, SWSWNE;  
Sec. 12, E2NE, W2NW, W2SW, N2SE;  
Sec. 18, N2NE, E2NW, SW, S2SE, S2S2NWSE.  
1,592.58 Acres  
\$2,389.50 Rental

**ES-015-03/04 ARES 52063 ACQ**

Arkansas, Crawford County, Ozark N.F.

T12N, R29W, 5<sup>th</sup> Principal Meridian

Sec. 8, SWSW;

Sec. 13, NENE, S2NE, SE, SWSW, N2SW, NW;

Sec. 22, N2NE, SENE, W2NW, SW, W2SE, SESE, NENW\*;

Sec. 23, E3/4 of SENE;

Sec. 26, SENE, S2;

Sec. 28, SW;

Sec. 32, N2NE, E2NW, NESW, W2SE.

1,950.00 Acres

\$2,925.00 Rental

\*50% U.S. Mineral Interest

Subject to F.S. Controlled Surface Use Stipulation No. 1

**ES-016-03/04 ARES 52064 PD**

Arkansas, Crawford County, Ozark N.F.

T12N, R29W, 5<sup>th</sup> Principal Meridian

Sec. 12, S2, S2NW, S2NENW, N2NENENW;

Sec. 14, E2;

Sec. 22, SWNE, SENW, NESE;

Sec. 26, NW;

Sec. 32, W2NW.

1,105.00 Acres

\$1,657.50 Rental

Subject to F.S. Controlled Surface Use Stipulation #1

**BLM NO SURFACE OR SUB-SURFACE OCCUPANCY STIPULATION**

No Occupancy (surface or sub-surface) is allowed on the lands described below unless application by letter for a waiver (as defined below) is made that demonstrates that surface or sub-surface occupancy on the leasehold is necessary to produce the lease, consent is given by the Surface Management Agency, if applicable, and subsequent planning analysis/environmental assessment (PA/EA) shows that surface or sub-surface occupancy, as requested, would not result in unacceptable adverse impacts to the environment, as determined by the Authorized Officer.

Waiver: A waiver from this lease stipulation may be granted for all or portion of this lease. Prior to granting any waiver, a PA/EA documentation must be completed for the entire lease based on a Reasonably Foreseeable Development Scenario (RFDS). The analysis must consider past, present, and reasonable foreseeable impacts on the lease and adjacent areas. With the consent of the Surface Management Agency, if applicable, a waiver of the stipulation may be granted for those portions of the lease identified as not containing sensitive or important historic, cultural, and scenic values, fish or wildlife resources or their habitat or other important or sensitive natural systems, processes or human values.

Exception: None.

Modification: None.

**LEASE NOTICE**

This lease does not obviate the need to obtain other Federal, State, or local authorization required by law.

**CONTROLLED SURFACE USE STIPULATION No. 1 – Ouachita N.F.**

Surface occupancy or use is subject to the following special operating constraints:

Activities must be conducted in such a manner as to reasonably reduce visibility of the operation and meet visual quality objectives to the extent practical. Operations cannot adversely affect the quality, access to, or intended use of the recreation areas and electronic site

On the lands described below:

**T4N, R27W**

**Public Domain**

Section 9: NENE Knoppers Ford Recreation Area

For the purpose of:

To meet visual quality objective and to protect semiprimitive recreation values; Land and Resource Management Plan dated 3/5/90, as amended and Final EIS.

Recreation Areas and electronic site (Management Area 3 of LRMP).

Any changes to this stipulation will be made in accordance with the Ouachita National Forest Land and Resource Management Plan, as amended, and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS manual 1950 and 2820).

**CONTROLLED SURFACE USE STIPULATION NO. 1 – OZARK (AR)**

Surface occupancy or use is subject to the following special operating constraints:

Unless otherwise authorized, surface occupancy will be prohibited on the Ozark Highlands Trail. This is to maintain the designated corridor of three chains (198 feet) on either side of the centerline of the trail, unless topographically impractical.

On the ACQUIRED lands described below:

Section 13: N2SW, SWSW, SESE  
Section 22: N2NE, SENE, N2NW  
Section 23: N2N2

For the purpose of:

Meeting the Forest Management Direction of Chapter 4, page 4, and Amendment 3 of the Ozark-St. Francis National Forests' Land & Resources Management Plan.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS manual 1950 and 2820).

**CONTROLLED SURFACE USE STIPULATION NO. 1A – OZARK (AR)**

Surface occupancy or use is subject to the following special operating constraints:

Unless otherwise authorized, surface occupancy will be prohibited on the Ozark Highlands Trail. This is to maintain the designated corridor of three chains (198 feet) on either side of the centerline of the trail, unless topographically impractical.

On the PUBLIC DOMAIN lands described below:

Section 28: E2, E2W2

For the purpose of:

Meeting the Forest Management Direction of Chapter 4, page 4, and the Amendment 3 of the Ozark-St. Francis National Forests' Land & Resources Management Plan.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS manual 1950 and 2820).



**LEASE NOTICE No. 3**

All or part of the leased lands may contain animal or plant species classified under the Endangered Species Act of 1973, as amended. Other species may have been identified as sensitive in accordance with Forest Service Manual 2670 and be listed on the current Regional Forester's List of Sensitive Plant and Animal Species. Further information concerning the classification of these species may be obtained from the authorized Forest Officer.

Exploration and development proposals may be limited or modifications required if activity is planned within the boundaries of a threatened, endangered or sensitive plant or animal species location as it then exists. All activities within these areas must be conducted in accordance with existing laws, regulations and the Forest Land and Resource Management Plan guidelines.

**LEASE NOTICE No. 4**

All or part of the leased lands may be classified as wetlands in accordance with Executive Order 11990, "Protection of Wetlands" or a floodplain in accordance with Executive Order No. 11988, "Floodplain Management." Additional management requirements for the protection of riparian areas are contained in 36 CFR 219.27(e) and the National Forest Management Act of 1976.

All activities within these areas may require special measures to mitigate adverse impacts to the resource values. They must comply with the above referenced executive orders, regulations, laws and be in accordance with the Forest Land and Resource Management Plan guidelines.

Further information concerning the classification and management of these lands may be obtained from the authorized Forest Officer.

**CORPS OF ENGINEERS STIPULATIONS**

1. That all rights under the lease are subordinate to the rights of the United States to flood and submerge the lands, permanently or intermittently, in connection with the operation and maintenance of projects under the jurisdiction of the Corps of Engineers.
2. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use an operation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee (if an individual), or for damages to the property or injuries to the person of the lessees officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of the said premises by the Government or flooding from any other cause, or arising from or incident to any other Governmental activities, and the lessee shall hold the United States harmless from any and all such claims.
3. That the work performed by the lessee on the lands shall be under the general supervision of the District Engineer, Little Rock District, Corps of Engineers, Little Rock, Arkansas, and subject to such conditions and regulations as may be prescribed by him, and the plans and location for all structures, appurtenances thereto, and work on said lands shall be submitted to the said District Engineer for approval in advance of commencement of any work on said lands. The District Engineer, or his representative, shall have the right to enter on the premises at any time to inspect both-the installation and operational activities of the lessee.
4. That no structure or appurtenances thereto shall be of a material or construction determined to create floatable debris.
5. That, in conducting activities on the leased property, the lessee shall comply with all State, Federal, and local laws and codes in regard to air pollution and solid waste disposal.
6. That the lessee shall not encroach upon nor interfere with any areas dedicated to public use activities in the reservoir. The lessee's operations shall not be permitted to create a nuisance to, or to produce detrimental effects on, the public use areas or on the activities of the public and of the concessionaires thereon by reason of the proximity of any structures or installations of the lessees to such public use areas.
7. That the United States reserves the right to use the land jointly with the lessee in connection with the construction, operation, and maintenance of the project, together with leasing for agricultural and grazing purposes and other outgrants, and to place improvements thereon and to remove materials there-from, including sand, gravel, and other construction materials as may be

necessary in connection with such work, and the lessee shall not interfere in any manner with such work or do any act which may increase the cost of performing such work. If the cost of the work performed by the Government at and in connection with the project, including work performed on lands outside the property included in the lease, is made more expensive by reason of improvements constructed on the leased property by the lessee, the lessee shall pay to the United States money in an amount, as estimated by the Chief of Engineers, sufficient to compensate for the additional expense involved.

8. That, if portions of the lands involved in this lease are situated below the top of the flood control pool, lessee should provide for capping of open well holes during periods of inundation.

9. That it is understood and agreed that the lessee will perform restoration of any areas damaged by drilling operations to the satisfaction of the District Engineer or his representative.

10. That the project Resident Engineer/Manager shall be notified of the location and date of any drilling to be performed. The final approval on the location and alignment of any access roads into the lease area must be granted by the District Engineer or his representative.

11. That no drilling or any other exploration or development activities will be permitted within the limits of a developed or future park or the Corps of Engineers administrative office area. If roads within a park area are used by lessee for ingress to or egress from the leased area, said roads shall be maintained and repaired by lessee to the satisfaction of the Resident Engineer/Manager. All areas within 2,000 feet of any major structure, including but not limited to the dam, spillway, or embankment, are restricted areas. The lessee, his operators, agents, or employees shall not utilize the surface of restricted areas for any purpose. Drilling operations in, on, or under the restricted areas, including drilling outside of the restricted areas which would cause a bore hole to be under the restricted areas, will not be permitted. The restricted areas are included in the lease for the sole purpose of becoming a part of a drilling unit, so that the United States will share in the royalty of the unit.

12. That, if during lease operations, lessee plans to construct any structure or place any fill or pollutant material below the ordinary high water mark elevation, a Section 10 and/or Section 404 Department of the Army permit must be obtained from the District Engineer before the work is commenced.

13 . Platform drilling over water areas is prohibited.

14. The Resident Manager and District Engineer will be notified in writing before any equipment is moved onto a drill location and before any clearing or site preparation is begun. The exact location of all proposed drill locations will be made known to the District Engineer 15 days before the site is disturbed in any way.

15. That the lessee agrees to pay the Government or tenant of the Government, as the case may be, for damages or injury to livestock, crops, forage, trees, pipelines, buildings, or other real property or improvements belonging to either the Government or said tenant on the leased land.

16. A site preparation and vegetation removal plan must be submitted to the District Engineer for approval 7 days prior to moving onto the site. The numbers, locations, size, and species of trees to be removed for access roads and work areas must be shown. Method of disposal of vegetation must be approved. Size of sumps and a general equipment layout must be shown. A description of the methods to be used during site preparation and sump or pond construction to minimize or eliminate turbidity in the lake caused by runoff from the construction site will be included.

17. Sump or pond size and construction will be adequate to contain all drill cutting, drilling mud, and other debris from the drilling operation. Dikes will be constructed so as to preclude breaching during heavy inflows from torrential rains or other sources.

18. If internal combustion engines are used, such as diesel generators, light planes, trucks, etc., they will be equipped with proper mufflers at all times, and waste products from their operation, such as used oil from oil changes and filters, will be disposed of properly as required by State and Federal laws.

19. Any waste water from the drilling operation will meet Arkansas Department of Environmental Quality requirements on water quality before it is discharged into the lake.

20. The route for any pipeline or collection system must be submitted to the District Engineer for approval 60 days before any work begins. Any structure or piping system remaining at the site upon completion of drilling must have the approval of the District Engineer.

21. After the drilling operation is completed, all equipment and debris, such as old cable, cans, and steel plates, must be removed from the site and the ground leveled. Drill cuttings, drill mud, and other wastes will be disposed of off of Government property and all ponds, slush pits, and similar facilities will be filled, leveled, and otherwise restored as closely as possible to the original condition of the property. All nonproductive wells will be plugged with cement in a manner approved by the Arkansas Oil and Gas Commission.

22. All disturbed areas, after leveling, will be seeded with an adaptive ground cover, and trees and flowering shrubs native to the area will be planted over the area, as required by the District Engineer. The seed will be protected by mulching, or other satisfactory methods, until a vegetative cover is established.

23. That within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air ground and water. The lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this lease. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

24. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the lessee shall obtain permission as may be necessary on account of any other existing rights. It is further understood that the Government does not warrant title or the accuracy of the descriptions provided in the lease.

25. A copy of the pre-lease site-specific Supplement to the Southern States Regional Oil and Gas EAR No. 61-923-5-30, the Protective Stipulations, and a signed copy of the Finding of No Significant Impact (FONSI), prepared for the Bureau of Land Management (BLM), should be furnished to the District Engineer, U.S. Army Engineer District, Little Rock, Arkansas.

**BUREAU OF LAND MANAGEMENT  
STANDARD SURFACE REQUIREMENTS MINERAL EXPLORATION AND  
RECOVERY ON FEE LANDS**

- a. As determined by the District Engineer or his authorized representative, the Grantee will be required to post a cash deposit or performance bond prior to granting approval of the drilling request.
- b. The Grantee shall obtain all necessary permits prior to beginning work and that, in conducting activities on the leased property, the Grantee shall comply with all Federal, State, and local laws and codes in regard to environmental protection.
- c. The perimeter of the drill site and access road will be surveyed and flagged by the Grantee. The Grantee shall not cut any trees without prior approval of the District Engineer or his authorized representative. All timber will be disposed of to the satisfaction of the District Engineer or his authorized representative.
- d. An on-site meeting with representatives of the Grantee, the construction contractor, and the District Engineer or his authorized representative shall be held not less than two (2) weeks prior to beginning construction on project land.
- e. The blooie/reserve pit will be built so that no surface runoff from outside the wall of the pit enters the pit. Water shall never be allowed to fill the pit any higher than within two vertical feet of the lowest point of the wall.
- f. The blooie/reserve pit must be lined with a liner approved of by the Arkansas Department of Pollution Control and Ecology (ADEQ), and the liner must be removed from the pit and disposed of in accordance with ADEQ regulations.

g. The grantee shall ensure that all drilling fluids are removed from the reserve pit and disposed of at a site approved by ADEQ; that after drilling fluids in the reserve pit are tested using Method 1311, Toxic Characteristics Leachate Process, required by the Environmental Protection Agency to analyze the solidification of the reserve pit, the grantee will send a copy of the results to Corps of Engineers, ATTN: Chief, Real Estate Division, P.O. Box 867, Little Rock, Arkansas 72203-0867. Upon receipt of the analysis, the grantee will be contacted about restoring the reserve pit.

h. The road width will be determined on case by case basis. Waterbars, culverts, and drainage ditches should be constructed as necessary along the access road. The access road should parallel the project boundary. Traffic control devices and road construction materials will be approved to the satisfaction of the District Engineer or his authorized representative. If the well is a producing well the entire length of the road shall be SB2 or equivalent.

i. Any Government boundary monuments or posts, if disturbed or destroyed by road or pad construction, will be replaced or restored to the satisfaction of the District Engineer or his authorized representative.

j. Precautions should be taken to protect all drilling and production equipment from short and long term water inundation. An evacuation plan should be developed for evacuating the site and removing equipment and the drilling fluids from the reserve pit in the event of inundation.

k. Water for the drilling operation shall not be taken from project sources without District approval of the applicant's written request.

l. If the well is a producer, the drill pad should be reduced to a minimal size. Care should be given to installing pumping equipment that emits minimal noise. If noise levels are excessive, corrective actions will need to be taken.

m. All wells on Government-owned land must be marked with a sign stating the well name and number and name, address, and telephone number of the Grantee as well as an emergency contact telephone number.

n. In the event the location is abandoned for any reason or the drilling activity results in a non-producer, the well site shall be restored to its approximate original contour within 30 days after abandonment. Reclamation of the site will include removal of the production pad and revegetating of all disturbed areas. The roadway route shall be restored to its original contour and a vehicle barrier may be necessary at a point designated by the District Engineer or his authorized representative. All non-productive wells will be plugged as required in General Rule B of the Arkansas Oil & Gas Commission. o. The Grantee agrees to complete all restoration requirements pertaining to vegetative ground cover, tree seedlings, fertilizers and survivability rates as prescribed by the District Engineer or his authorized representative. p. All water intake hose, refuse and debris will be removed from the site upon completion of construction. q. The Grantee agrees to pay the Government or tenant of the Government, as the case may be, for damages or injury to livestock, crops, forage, trees, pipelines, buildings, or other real property or improvements belonging to either the Government or said tenant on the leased land. r. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and operation of the said premises, or for damages to the

property of the Grantee, or for injuries to the person of the Grantee (if an individual), or for damages to the property or injuries to the person of the Grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of-them, arising from or incident to the flooding of the said premises by the Government or flooding from any other cause, or arising from or incident to any other Governmental activities, and the Grantee shall hold the United States harmless from any and all such claims.



**STIPULATION FOR LANDS OF THE NATIONAL FOREST SYSTEM  
UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE**

The licensee/permittee/lessee must comply with all the rules and regulations of the Secretary of Agriculture set forth at Title 36, Chapter II, of the Code of Federal Regulations governing the use and management of the National Forest System (NFS) when not inconsistent with the rights granted by the Secretary of the Interior in the license/prospecting permit/lease. The Secretary of Agriculture's rules and regulations must be complied with for (1) all use and occupancy of the NFS prior to approval of a permit/operation plan by the Secretary of the Interior, (2) uses of all existing improvements, such as Forest development roads, within and outside the area licensed, permitted or leased by the Secretary of the Interior, and (3) use and occupancy of the NFS not authorized by a permit/operating plan approved by the Secretary of the Interior.

All matters related to this stipulation are to be addressed to:

Forest Supervisor, Ozark – St. Francis NFs  
605 West Main Street  
Russellville, AR 72801  
(479) 964-7200

who is the authorized representative of the Secretary of Agriculture.

**BLM Field Office**

Jackson Field Office  
411 Briarwood Drive  
Suite 404  
Jackson, Mississippi 39206

**Surface Management Agency**

USDA, Forest Service - Region 8  
Room 792 South, Lands & Minerals  
1720 Peachtree Road, N.W.  
Atlanta, Georgia 30367

**STIPULATION FOR LANDS OF THE NATIONAL FOREST SYSTEM  
UNDER THE JURISDICTION OF DEPARTMENT OF AGRICULTURE**

The lessee/permittee/lessee must comply with all the rules and regulations of the Secretary of Agriculture set forth at Title 36, Chapter II, of the Code of Federal Regulations governing the use and management of the National Forest System (NFS) when not inconsistent with the rights granted by the Secretary of the Interior in the license/prospecting permit/lease. The Secretary of Agriculture's rules and regulations must be complied with for (1) all use and occupancy of the NFS prior to approval of a permit/operation plan by the Secretary of the Interior, (2) uses of all existing improvements, such as Forest development roads, within and outside the area licensed, permitted or leased by the Secretary of the Interior, and (3) use and occupancy of the NFS not authorized by a permit/operating plan approved by the Secretary of the Interior.

All matters related to this stipulation are to be addressed to:

Forest Supervisor, Ouachita National Forest  
P.O. Box 1270  
The Federal Building  
100 Reserve  
Hot Springs, Arkansas 71902  
Phone Number: 501-321-5202

BLM Field Office  
Jackson Field Office  
411 Briarwood Drive, Suite 404  
Jackson, Mississippi 39206

Surface Management Agency  
USDA, Forest Service (Region 8)  
Room 792 South, Lands and Minerals  
1720 Peachtree Road, N.W.  
Atlanta, Georgia 30367

**ES-017-03/04 KYES 52065 ACQ**

Kentucky, Grayson County, COE (Nolin Lake Reservoir)

Tracts 903, 904, 905, 906-1, 906-2, 1000, 1001, 1002, 1003-1, 1007, 1014, 1300, 1301, 1302, 1400-1, 1400-2, 1401, 1405, 1407-1, 1407-2 and 1503.

1,198.19 Acres

\$1,798.50 Rental

Subject to BLM No Surface Occupancy Stipulation and COE Stipulations

**ES-018-03/04 KYES 52066 ACQ**

Kentucky, Edmonson & Grayson Counties, COE (Nolin Lake Reservoir)

Tracts 800-1, 801, 802, 804-1, 805, 806, 807 and 808.

147.40 Acres

\$222.00 Rental

Subject to BLM No Surface Occupancy Stipulation and COE Stipulations

**ES-019-03/04 KYES 52067 ACQ**

Kentucky, Grayson County, COE (Nolin Lake Reservoir)

Tracts 1003-2, 1004 and 1005.

342.12 Acres

\$514.50 Rental

Subject to BLM No Surface Occupancy Stipulation and COE Stipulations

**ES-020-03/04 KYES 52068 ACQ**

Kentucky, Edmonson & Grayson Counties, COE (Nolin Lake Reservoir)

Tracts 1603-2, 1700, 1701, 1702, 1703, 1703-1, 1704, 1705, 1706, 1707, 1708, 1709, 1710 and 1711.

714.30 Acres

\$1,072.50 Rental

Subject to BLM No Surface Occupancy Stipulation and COE Stipulations

**ES-021-03/04 KYES 52069 ACQ**

Kentucky, Grayson County, COE (Nolin Lake Reservoir)

Tracts 2701 and 2705.

91.39 Acres

\$136.50 Rental

Subject to BLM No Surface Occupancy Stipulation and COE Stipulations

**ES-022-03/04 KYES 52070 ACQ**

Kentucky, Grayson County, COE (Nolin Lake Reservoir)

Tracts 2605, 2606, 2608, 2612, 2614 and 2615.

60.86 Acres

\$91.50 Rental

Subject to BLM No Surface Occupancy Stipulation and COE Stipulations

**ES-023-03/04 KYES 52071 ACQ**

Kentucky, Grayson County, COE (Nolin Lake Reservoir)

Tracts 2200-2, 2200-3, 2201, 2203, 2205, 2206, 2207, 2209, 2210, 2211, 2212, 2213 and 2214.

336.70 Acres

\$505.50 Rental

Subject to BLM No Surface Occupancy Stipulation and COE Stipulations

**ES-024-03/04 KYES 52072 ACQ**

Kentucky, Edmonson County, COE (Nolin Lake Reservoir)

Tracts 700, 701, 702, 704, 705, 706, 707, 708, 709 and 710.

531.96 Acres

\$798.00 Rental

Subject to BLM No Surface Occupancy Stipulation and COE Stipulations

**ES-025-03/04 KYES 52073 ACQ**

Kentucky, Grayson County, COE (Nolin Lake Reservoir)

Tracts 1203, 1204, 1205, 1600-1, 1602, 1603-1, 1604, 1605, 1606, 1607, 1608-1, 1608-2, 1608-3 and 1608-4.

971.21 Acres

\$1,458.00 Rental

Subject to BLM No Surface Occupancy Stipulation and COE Stipulations

**ES-026-03/04 KYES 52074 ACQ**

Kentucky, Edmonson & Grayson Counties, COE (Nolin Lake Reservoir)

Tracts 1100, 1101-1, 1101-2, 1102, 1103, 1104, 1200, 1201, 1202-1, 12022, 1202-3 and 1600-2.

704.64 Acres

\$1,057.50 Rental

Subject to BLM No Surface Occupancy Stipulation and COE Stipulations

**ES-027-03/04 KYES 52075 ACQ**

Kentucky, Grayson County, COE (Nolin Lake Reservoir)

Tracts 2300, 2301, 2302, 2303, 2304, 2305-1, 2305-2, 2306, 2307, 2308, 2309, 2400, 2401, 2404, 2405-1, 2405-2, 2406, 2407, 2501, 2503, 2503-C, 2504, 2505, 2510, 2514, 2515, 2516 and 2600.

874.01 Acres

\$1,312.50 Rental

Subject to BLM No Surface Occupancy Stipulation and COE Stipulations

**ES-028-03/04 KYES 52076 ACQ**

Kentucky, Edmonson County, COE (Nolin Lake Reservoir)

Tracts 800-2, 803, 804-2, 1012 and 1013.

264.17 Acres

\$397.50 Rental

Subject to BLM No Surface Occupancy Stipulation and COE Stipulations

**ES-029-03/04 KYES 52077 ACQ**

Kentucky, Grayson County, COE (Nolin Lake Reservoir)

Tracts 2506, 2507, 2508, 2509-1, 2509-1-C, 2509-2, 2601, 2602, 2603, 2604, 2613, 2617, 2618, 2620, 2621, 2700-2, 2700-3, 2700-3-C, 2703, 2704-1, 2704-2, 2801, 2802, 2803, 2804, 2804-2, 2805, 2806-1, 2806-2, 2807, 2810 and 2811.

459.27 Acres

\$690.00 Rental

Subject to BLM No Surface Occupancy Stipulation and COE Stipulations

**BLM No Surface Occupancy Lease Restrictions**

The Surface Management Agency has stipulated “No Surface Occupancy Lease” Restrictions.

“No Surface Occupancy Lease” has no surface impacts to other resource values, land uses or users of the surface.

The oil and or gas minerals will be developed in accordance with the State well spacing approval, and the surface disturbance will be located on adjacent private surface property.

This lease does not obviate the need to obtain other Federal, State or local authorization required by law for any wells drilled or for any related surface disturbance that is proposed on lands pooled with those lands described above.

**CORPS OF ENGINEERS STIPULATIONS**

1. The Secretary of the Army or his designee reserves the right to require cessation of operations in a national emergency or if the Army needs the premises for a use incompatible with lease operations. On approval by higher authority, the District Commander will notify the lessee in writing or if time permits, request the BLM to notify the lessee. The lessee and the United States has no obligation to compensate the lessee for damages or contractual losses resulting from exercise of this stipulation. The lessee shall include this stipulation in contracts with third parties to supply oil and gas. This stipulation shall not affect the lessee's right to seek suspension of the lease term from BLM.
2. If the District Commander or the District Commander's authorized representative finds an imminent danger to safety, security, or significant environmental values for which there is no time to consult the BLM, that person may order an immediate stop of such activities. The State Director of BLM will be notified immediately to determine the need for further remedial action
3. The lessee or its operator will immediately stop work if contamination is found in the operating area and request that the District Commander or the District Commander's authorized representative provide assistance in dealing with the contamination. The District Commander or his representative will provide such assistance on a reimbursable basis on Federal lands, but not on private lands.
4. Lessee liability for damage to improvements shall include improvements of the Department of Defense.
5. Prior to commencement of drilling operations, the lessee must consult with any third parties authorized to use real estate within the leased area, and to take into consideration the programs for which the third party grantee has contractual responsibility. Oil and gas activities will not be allowed to interfere with any third party activities that support project purposes or benefit the Government.
6. It is understood by all parties that these stipulations may be waived or modified only upon the written concurrence of the District Commander (hereinafter referred to as the Commander) and the written approval of BLM's authorized representative.
7. The lessee understands and agrees that any activity of the lessee within the leased area will require prior approval of BLM, and that BLM's approval shall include the concurrence of the Commander or his/her authorized representative on necessary operational requirements. Such requirements may include, but are not limited to, the prohibitions, conditions, or specifications on use for those lands that are essentially open to lease activities subject to project operational constraints:

- a. use and protection of installation water supply (e.g., water quality testing). Appropriate measures must be taken to avoid contamination, including periodic water testing at the expense of the lessee;
- b. protection of the environment (e.g., hazardous waste areas, endangered species, erosion control, pollution prevention) and protection of objects of historic and scientific significance;
- c. reclamation measures; or
- d. compliance with these requirements will be at no cost to the United States.

8. The lessee may not occupy the surface of any Government Tracts.

9. The lessee will make every reasonable effort to locate any pipelines in existing utility and road corridors. The lessee will furnish as-built drawings of completed pipelines at a scale and detail specified by the Commander. Access routes will not be allowed to cross Government land. Requests for easements for pipelines across Government land will be considered as long as they are located within existing utility corridors or can be located in such a manner that they do not interfere with project operations. Any such easement will include a condition that requires the lessee to relocate the facilities at no cost to the Government in the event it is deemed necessary to support project purposes.

10. Before beginning any approved operations in the leased area, the lessee must consult with third parties authorized by the Army to use real estate in the leased area and must document in any proposals for development the manner in which consideration is being given to programs for which such third parties have contractual rights and /or responsibilities. The lessee may consult the records of the Commander to determine the real estate interests granted to third parties on the leased lands. On the request of the BLM District Manager, the Commander may seek to resolve disputes between the lessee or its operator and such third parties if they cannot reach agreements. Resolutions will be coordinated with the contracting officers or representatives of all parties arising from the lessee's activities, including but not limited to, damage to roads and wildlife habitat capabilities.

11. Lessees agree to reimburse the United States of America for all costs incurred by the United States Army Corps of Engineers for the administration of this leasehold agreement and for any and all assistance provided to the lessees.

In addition, the lessee shall bear all costs of the following:

- a. Increased Government costs for project installation operations resulting from the lessee's activity affecting the leased premises. Such costs will include, but are not limited to, the lessee's share of road and bridge maintenance costs, pipeline rights-of-way, lengths of roads and bridges, and so forth will be considered. The lessee shall make payments in advance.



b. All costs incurred by the Department of the Army to administer the lease which exceed the funds appropriated by the Congress of the United States of America.

c. All project operating costs (i.e., emergency activities, contamination response, remediation of contaminated water supply, etc.) caused by lessee's activities

d. Costs to repair damages or restore project/installation land and facilities that were caused by the lessee's activities. If an urgency exists, as determined by the Commander or his/her representative, the lessee shall be required to repair such damages or degradation in a timely manner as specified by the Commander without confirmation from BLM. The Commander shall subsequently confirm oral orders to the lessee or its operator in writing. If the lessee or operator cannot or will not comply, the Commander may act, and the lessee shall be responsible for reimbursement to the Army for all its costs and other expenses, including, but not limited to, administrative costs and any penalties that may be deemed appropriate.

12. The lessee or its operator shall not pollute the air, ground, or water (including groundwater) or create a public nuisance.

a. Before beginning operations, the lessee shall retain a local representative who will act in the behalf of the lessee on these matters and who shall notify the Commander immediately of spills, or any other unexpected threats or hazards to the environment caused by the lessee's operations.

b. The lessee shall hold the United States harmless for any claim, including equitable claims, court or legal expenses incurred by the United States, and fines or penalties imposed upon the United States which are related to unlawful pollution arising from the lessee's operations.

13. The United States reserves the option to purchase a percentage of the natural gas or oil produced or refined at the price defined below under a utility service contract to be negotiated prior to the exercise of this right in accordance with present or future DOD or Army regulations. The lessee or its operator shall include this paragraph in any contract for sale of natural gas or oil to other parties.

a. The lessee or its operator shall have four (4) months from the date one, the other or both receives notice from the Commander or his/her authorized representative exercising this option during which to negotiate the specific terms of sale and the date on which to begin delivery from their production of oil and/or natural gas. Except in a national emergency declared by the President of the United States, the Commander or his/her authorized representative shall exercise this option no more often than once in each twelve (12) month period of the lease.

b. The price to the United States shall be the lowest price paid by the wholesale buyer in the area; otherwise standard appraisal methods will be used. In the case of oil production, if the lessee or its operator contracts for the sale of any oil production or enters into a processing agreement whereby the lessee or its operator receives finished

products in lieu of crude oil, the lessee or its operator shall include the United States in any such contract under the same terms as the lessee or its operator may negotiate for its own account. In all cases, the lessee or its operator shall bear all costs, on a nonreimbursable basis, associated with constructing and maintaining such facilities (including meters) during the producing life of the well, including the salvage of such facilities when production is ended.

c. Natural gas shall be dried or processed as necessary and shall be delivered by the lessee in a condition ready for use in a natural gas system. The lessee or its operator shall arrange for such delivery, including, but limited to, the construction of a complete automatic gas supply system from the well to the existing installation gas system according to the Commander's approved plan. A complete pipeline includes all necessary piping, valves, meters, regulators, fittings, compressors, and odorizers. The lessee or its operator shall be responsible for, and bear all costs in the exercise of this option including the costs of refining, processing, and delivering the natural gas to the Army installation, or equivalent delivery of natural gas produced elsewhere, as prescribed by the Commander or his/her authorized representative.

d. If exercise of this option involves more than one lessee or operator, they shall agree to cooperate among themselves as to the scheduling of production, constructing pipelines from wells or other gathering points to supply the Army distribution system, sharing their expenses, and other appropriate support measures to assure a timely and continuous fuel supply to the United States.

e. the lessee or its operator shall routinely inspect and calibrate equipment involved in the exercise of this option with authorized installation representatives. The Commander may require the lessee or its operator at least annually to engage an independent party acceptable to the Commander to test meters for accuracy and to furnish written findings to the Commander.

14. Notwithstanding any other stipulation, the United States and its officers, agents, servants, and employees shall not be responsible for damages to property, injuries to persons, or any other cause of action which may arise from or be incident to this lease or the lessee's use and occupation of the leased premises. Such actions include, without limitation, damage to the lessee's property, injury to the lessee's person, or other cause of action of the lessee, or such damage, injury, or other cause of action of the lessee's officers, agents, servants, employees, invitees of any of these, or anyone else otherwise on or off said premises incident to the lease. In addition, these actions include any actions arising from flooding of the leased premises. The lessee shall hold harmless and indemnify the released parties for released actions which may arise from or be incident to this lease or the lessee's use or occupation of the leased premises.

15. The lessor's rights described in the printed lease form include the rights of the Department of the Army.

16. That the lands included in this lease are reserved by the Department of the Army for flood control, hydropower, water supply, recreation, fish and wildlife, and related purposes in connection with the operation and maintenance of the Nolin Lake Project and all operations hereunder shall be subject to the general supervision of the District Commander, U.S. Army Engineer District, Louisville, P.O. Box 59, Louisville, Kentucky 40201-0059, and to such rules and regulations as may be prescribed by him from time to time.
17. That all rights under this lease are subordinate to the rights of the United States to flood and submerge the lands, permanently or intermittently, in connection with the operation and maintenance of the Nolin Lake Project.
18. That there shall be no unreasonable interference with navigation by the exercise of the rights hereby granted to the lessee. Platform drilling over water areas is prohibited.
19. That the United States reserves the right to use the land jointly with the lessee in connection with the construction, operation and maintenance of the Government project; to place improvements thereon, and to remove materials therefrom, including sand, gravel, and other construction materials, as may be necessary in connection of such work, and the lessee shall not interfere in any manner with such work or do any act which may increase the cost of performing such work. If the cost of work performed by the Government at and in connection with the project, including work performed on lands outside the property included in the lease, is made more expensive by reason of improvements or construction on the leased property by the lessee, the lessee shall pay to the United States money in an amount, as prescribed by the Commander, to compensate for the additional expense involved.
20. All areas within 2,000 feet of any major structure, including, but not limited to, the dam, or embankment, are restricted areas. The lessee, (including operators, agents, or employees) shall not utilize the surface of restricted areas, including drilling outside of the restricted areas which would cause a bore hole to be under the restricted areas. The restricted areas are included in the lease for the sole purpose of becoming a part of a drilling unit so that the United States will share in the royalty of the unit.
21. That the rights and privileges conveyed hereunder are subordinate to such surface leases, licenses, permits, easements, etc., as have been or may hereafter be conveyed by the Secretary of Army for utilization of project land and water areas, and no operations will be conducted hereunder until prior written consents of surface lessees, licensees, permittees, easement holders, etc., have been obtained.
22. That the right is hereby reserved to the United States to administer, in accordance with the terms thereof, existing leases, licenses, permits, easements, etc., of the surface rights (land and water) and to continue to grant such rights for agricultural, public, commercial or private recreational purposes, the management of fish and wildlife resources, and the construction and maintenance of communication, electric distribution or transmission lines, water supply, sewage disposal roads, and similar facilities on the leased premises, and the lessee hereunder shall have no claim for compensation or damages of any nature on account thereof.

23. If oil and gas activity results in the deposition of fill material, e.g., levees, berms, or drilling mud in a wetland, then a 404 permit must be obtained by the lessee, from the Commander prior to beginning work.

24. All Federal, State, or local laws, statutes, and regulations pertaining to the drilling and recovery of oil and gas and the protection of property, including surface water and ground water, shall be complied with, including noninterference with navigation and nonpollution of lands and waters.

25. The lessee shall furnish drilling status reports to the project manager on a weekly basis.

**ES-030-03/04 MSES 52078 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T5N, R1E, Washington Meridian

Sec. 12, Lot 3, described as: From the NW corner of Section 12,  
go South along the Section line for 1,320 feet to a point, said point  
thereinafter referred to as the point of beginning; thence East 1,320  
feet; thence South for 1,320 feet, thence West for 1,320 feet to the  
West line of Section 13; thence North for 1,320 feet to the point of  
beginning.

40.00 Acres

\$60.00 Rental

Subject to Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-031-03/04 MSES 52079 ACQ**

Mississippi, Perry County, DeSoto N.F.

T1N, R10W, St. Stephens Meridian

Sec. 1, All.

639.40 Acres

\$960.00 Rental

Subject to F.S. Military Use Special Stipulation No. 6 and Lease Notice Nos. 3 and 4

**ES-032-03/04 MSES 52080 ACQ**

Mississippi, Perry County, DeSoto N.F.

T1N, R10W, St. Stephens Meridian

Sec. 6, All.

645.44 Acres

\$969.00 Rental

Subject to F.S. Military Use Special Stipulation No. 6 and Lease Notice Nos. 3 and 4

**ES-033-03/04 MSES 52081 ACQ**

Mississippi, Perry County, DeSoto N.F.

T1N, R10W, St. Stephens Meridian

Sec. 7, E2, NW, N2SW.

568.96 Acres

\$853.50 Rental

Subject to F.S. Military Use Special Stipulation No. 6 and Lease Notice Nos. 3 and 4

**ES-034-03/04 MSES 52082 ACQ**

Mississippi, Perry County, DeSoto N.F.

T1N, R10W, St. Stephens Meridian

Sec. 10, NENE;

Sec. 15, SWSW;

Sec. 22, S2SW;

Sec. 24, NWNW;

Sec. 27, SW.

360.00 Acres

\$540.00 Rental

Subject to F.S. Military Use Special Stipulation No. 6 and Lease Notice Nos. 3 and 4

**ES-035-03/04 MSES 52083 ACQ**

Mississippi, Perry County, DeSoto N.F.

T1N, R10W, St. Stephens Meridian

Sec. 13, NWSE;

Sec. 21, SESW, SWSE.

119.82 Acres

\$180.00 Rental

Subject to F.S. Military Use Special Stipulation No. 6 and Lease Notice Nos. 3 and 4

**ES-036-03/04 MSES 52084 PD**

Mississippi, Perry County, DeSoto N.F.

T1N, R10W, St. Stephens Meridian

Sec. 18, SENE.

40.58 Acres

\$61.50 Rental

Subject to F.S. Military Use Special Stipulation No. 6 and Lease Notice Nos. 3 and 4

**ES-037-03/04 MSES 52085 ACQ**

Mississippi, Perry County, DeSoto N.F.

T1N, R10W, St. Stephens Meridian

Sec. 17, NE, S2SW, NESE, S2SE;

Sec. 18, NENE, E2SE;

Sec. 19, E2E2.

1,130.85 Acres

\$1,696.00 Rental

Subject to F.S. Military Use Special Stipulation No. 6 and Lease Notice Nos. 3 and 4

**ES-038-03/04 MSES 52086 ACQ**

Mississippi, Perry County, DeSoto N.F.

T1N, R10W, St. Stephens Meridian

Sec. 26, All.

641.20 Acres

\$963.00 Rental

Subject to F.S. Military Use Special Stipulation No. 6 and Lease Notice Nos. 3 and 4

**ES-039-03/04 MSES 52087 ACQ**

Mississippi, Perry County, DeSoto N.F.

T1N, R10W, St. Stephens Meridian

Sec. 28, N2, SE, N2SW;

Sec. 29, NW, W2NE, E2SW, W2SE, SESE;

Sec. 32, Lots 2, 3, N2 of Lot 5, Lot 6, less that portion  
of the Black Creek Wilderness Area located in N2 of  
Lot 5 and Lot 6 lying South and West of FS Road 305  
and containing 66.95 acres;

Sec. 33, Lots 1, 2, 5, 6, 7 and 8.

1,573.28 Acres

\$2,361.00 Rental

Subject to F.S. No Surface Occupancy Stipulation No. 2, and Lease Notice Nos. 3, 4, and 5

**ES-040-03/04 MSES 52088 ACQ**

Mississippi, Perry County, DeSoto N.F.

T1N, R10W, St. Stephens Meridian

Sec. 36, Lots 1, 2, 4, 5.

258.65 Acres

\$388.50 Rental

Subject to F.S. Military Use Special Stipulation No. 6 and Lease Notice Nos. 3 and 4

**ES-041-03/04 MSES 52089 ACQ**

Mississippi, Forrest County, DeSoto N.F.

T1N, R13W, St. Stephens Meridian

Sec. 1, S2NW, N2SW, SWSW less 1.19 acres quitclaimed 5/21/65 (m&b  
description available upon request), SWSE less 4.70 acres quitclaimed  
5/21/65 (M&B description available upon request), SESE.

273.89 Acres

\$411.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-042-03/04 MSES 52090 ACQ**

Mississippi, Forrest County, DeSoto N.F.

T1N, R13W, St. Stephens Meridian

Sec. 2, N2NE, SENE, N2SW, SWSW, SE.

400.00 Acres

\$600.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-043-03/04 MSES 52091 ACQ**

Mississippi, Forrest County, DeSoto N.F.

T1N, R13W, St. Stephens Meridian

Sec. 3, N2, E2SW less 0.96 acre graveyard lot described  
as: Beginning at a point E 31.03 chains & N 24.60 chains  
from SW corner of Sec. 3, thence around graveyard lot S  
3.10 chains, thence E 3.10 chains, thence N 3.10 chains,  
thence W 3.10 chains to POB; SE.

559.48 Acres

\$840.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-044-03/04 MSES 52092 ACQ**

Mississippi, Forrest County, DeSoto N.F.

T1N, R13W, St. Stephens Meridian

Sec. 4, NE, E2NW less 2.00 acres described as follows:  
Commencing at NW corner of NENW, thence running  
S along W line of the aforesaid 40 acre tract 208.7 feet  
to a post, thence running E on a line parallel with N line  
of said 40 acre tract 417.4 feet, thence running N on a line  
parallel with W line of said 40 acre tract 208.7 feet to  
N line of said 40 acre tract, thence running W along N line  
of said 40 acre tract to point of commencement, N2SE.

318.44 Acres

\$478.50 Rental

Subject of F.S. Lease Notice Nos. 3 and 4

**ES-045-03/04 MSES 52093 ACQ**

Mississippi, Perry County, DeSoto N.F.

T2N, R10W, St. Stephens Meridian

Sec. 12, All.

640.20 Acres

\$961.50 Rental

Subject to F.S. Military Use Special Stipulation No. 6 and Lease Notice Nos. 3 and 4

**ES-046-03/04 MSES 52094 ACQ**

Mississippi, Perry County, DeSoto N.F.

T2N, R10W, St. Stephens Meridian

Sec. 30, All.

645.36 Acres

969.00 Rental

Subject to F.S. Military Use Special Stipulation No. 6 and Lease Notice Nos. 3 and 4



**ES-047-03/04 MSES 52095 ACQ**

Mississippi, Perry County, DeSoto N.F.

T2N, R10W, St. Stephens Meridian

Sec. 31, N2, N2S2, SWSW, SESE.

562.03 Acres

\$844.50 Rental

Subject to F.S. Military Use Special Stipulation No. 6 and Lease Notice Nos. 3 and 4

**ES-048-03/04 MSES 52096 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T5N, R3E, Washington Meridian

Sec. 10, NWSW, S2SW.

122.38 Acres

\$184.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-049-03/04 MSES 52097 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T5N, R3E, Washington Meridian

Sec. 18, S2SE.

80.40 Acres

\$121.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-050-03/04 MSES 52098 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T5N, R3E, Washington Meridian

Sec. 19, E2, E2W2.

485.55 Acres

\$729.00 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-051-03/04 MSES 52099 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T5N, R3E, Washington Meridian

Sec. 30, Lots 10, 11, 13, 14.

160.60 Acres

\$241.50 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-052-03/04 MSES 52100 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T5N, R3E, Washington Meridian

Sec. 37, E2NW.

79.14 Acres

\$120.00 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-053-03/04 MSES 52101 ACQ**

Mississippi, Franklin County, Homochitto N.F.

T5N, R3E, Washington Meridian

Sec. 45, SWSE, NESW, S2SW.

133.65 Acres

\$201.00 Rental

Subject to F.S. Timing Limitation Stipulation No. 1 and Lease Notice Nos. 3 and 4

**ES-054-03/04 MSES 52102 ACQ**

Mississippi, Jefferson Davis County, Homochitto N.F.

T6N, R19W, Washington Meridian

Sec. 29, NWSE, W. 30 acres of SWSW;

Sec. 30, E2SW, NWSW.

190.00 Acres

\$285.00 Rental

Subject to BLM No Surface Occupancy Stipulation

**ES-055-03/04 MSES 52103 PD**

Mississippi, Chickasaw County, Tombigbee N.F.

T12S, R3E, Chickasaw Meridian

Sec. 12, All of Tract R-6b;

Sec. 13, All of Tract R-6a.

6.05 Acres

\$10.50 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-056-03/04 MSES 52104 ACQ**

Mississippi, Chickasaw County, Tombigbee N.F.

T12S, R3E, Chickasaw Meridian

Sec. 13, All less 0.90\* acre located in SE corner of  
NENE and less Tract R-6a containing 3.09 acres  
in SENENE.

657.08 Acres

\$987.00 Rental

(\*No legal description of 0.90 is available)

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-057-03/04 MSES 52105 ACQ**

Mississippi, Chickasaw County, Tombigbee N.F.

T12S, R3E, Chickasaw Meridian

Sec. 22, NE, All of Tract R-359 lying in the S2 containing  
62.00 acres, Part of Tract R-374a in the S2SE containing  
17.00 acres;

Sec. 23, N2, N2SE, Part of Tract R-374a in the S2S2  
containing 140.90 acres.

785.27 Acres

\$1,179.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-058-03/04 MSES 52106 ACQ**

Mississippi, Chickasaw County, Tombigbee N.F.

T12S, R3E, Chickasaw Meridian

Sec. 24, E2, NW, N2SW;

Sec. 25, That part of Tract R-370 being the N 70 acres  
of the N2NE, That part of Tract R-369 being 10 acres  
off south side of N2NE.

659.88 Acres

\$990.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-059-03/04 MSES 52107 ACQ**

Mississippi, Chickasaw County, Tombigbee N.F.

T12S, R3E, Chickasaw Meridian

Sec. 26, SE, E2SW, N2NW and that part of Tract R-364 in the  
NWNE containing 38.05 acres.

358.45 Acres

\$538.50 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-060-03/04 MSES 52108 ACQ**

Mississippi, Chickasaw County, Tombigbee N.F.

T12S, R3E, Chickasaw Meridian

Sec. 27, NWSE, S2SE (Part of Tract R-279d and Tract R-375);

Sec. 34, E2E2NW.

160.23 Acres

\$241.50 Rental

Subject to F.S. Lease Notice Nos. 3 and 4

**ES-061-03/04 MSES 52109 ACQ**

Mississippi, Chickasaw County, Tombigbee N.F.  
T12S, R3E, Chickasaw Meridian  
Sec. 27, Part of Tract R-279d in the W2NE,  
Part of Tract 81-u in the E2NE, Tract R-363a in the N2;  
Sec. 34, E2E2SW, E2.  
514.50 Acres  
\$772.50 Rental  
Subject to F.S. Lease Notice Nos. 3 and 4

**ES-062-03/04 MSES 52110 ACQ**

Mississippi, Chickasaw County, Tombigbee N.F.  
T12S, R3E, Chickasaw Meridian  
Sec. 35, NE, E2NW, S2;  
Sec. 36, NWSW, S2SW.  
694.30 Acres  
\$1,042.50 Rental  
Subject to F.S. Lease Notice Nos. 3 and 4

**ES-063-03/04 MSES 52111 ACQ**

Mississippi, Chickasaw County, Tombigbee N.F.  
T12S, R4E, Chickasaw Meridian  
Sec. 5, NW, 11.20 acres in the NE corner of the NE.  
171.22 Acres  
\$258.00 Rental  
Subject to F.S. Lease Notice Nos. 3 and 4

**ES-064-03/04 MSES 52112 ACQ**

Mississippi, Chickasaw Meridian  
T12S, R4E, Chickasaw Meridian  
Sec. 8, E2SE.  
79.98 Acres  
\$120.00 Rental  
Subject to F.S. Lease Notice Nos. 3 and 4

**NATIONAL FORESTS IN MISSISSIPPI**

**Military Use Special Stipulation No. 6**  
Camp Shelby Training Area

Lands described below are located in a restricted area and are subject to the following stipulations:

**T1N, R10W, Sections 1-12, 13, 14, 15, 23, 24, 25 and part of 26  
T2N, R10W, Sections 1-36**

1. The lessee shall not conduct exploratory activities on the lands included in this lease during periods when the USDA, Forest Service, grants to the National Guard the privilege of using the area. Such use by the National Guard will be limited to a continuous three month period out of each year, normally but not necessarily May 15 though August 30, and for additional periods totaling not more than 20 days. The USDA, Forest Service shall approve the dates of such use by the National Guard. The periods of use will be subject to 90 days prior public notice given by the National Guard. Provided however, the lessee may conduct exploratory activities on the lands under this lease during the periods when the National Guard uses the area if the National Guard gives the lessee written permission for such exploratory activities.
2. Less will forever release and discharge the State of Mississippi, its agencies, agents, and authorized personnel from any and all liabilities arising out of, or in connection with, the use of said premiss by the National Guard, excepting such liabilities as result from the willful misconduct or negligence of any agents or authorized personnel of the State of Mississippi.
3. Lessee will defend, pay or settle all liabilities and claims by or in favor of any third persons against the State of Mississippi, its agencies, agents, and authorized personnel arising out of, or in connection with, the use of the premises by the lessees; and the lessees will hold the State of Mississippi, its agencies, agents, and authorized personnel arising out of, or in connection with, the use of the premises by the lessees; and the lessees will hold the State of Mississippi, its agencies, agents, and authorized personnel harmless against any such liabilities or claims and asserted by third persons, including costs of suit, attorney's fees, and other expenses in connection therewith, excepting herefrom such liabilities or claims as a result from the willful misconduct or negligence of any agents, or authorized personnel of the State of Mississippi.

4. Lessee will pay or settle claims for injury, loss, or damage to personnel or property of or under control of the State of Mississippi, arising out of, or in connection with, the use of the premises by the lessees, excepting such injuries, losses, or damages as a result solely from the negligence of any agents or authorized personnel of the State of Mississippi.

5. It is understood that land included in this lease has been and is being used by the Mississippi National Guard, as an impact area of artillery (bombing, machine gun, etc.) Range, and other military training purposes and that such land has been and may be subject to contamination by the introduction of unexploded and dangerous bombs, shell-rockets, mines, and charges either upon or below the surface thereof; and that **the United States is unable to certify that the property has been completely and fully cleared and decontaminated and is unable to state whether or not the same is safe for use**; and that the lessee assumes full obligation for any risk involved in exercise of the rights and privileges authorized by this lease.

6. Use or occupancy of the surface within 200 feet of the cleared right-of-way line of all regularly traveled roads or within 100 feet of stream banks is limited strictly to access facilities such as roads, power, pipe, or telephone lines which may be installed in a manner as specified by the Forest Supervisor, USDA, Forest Service, Jackson , Mississippi.

The lessee agrees to obtain written approval from the Forest Supervisor prior to installing any such access facilities.

The lessee is authorized to employ directional drilling to exploit the mineral resources within the aforementioned areas providing such drilling will not disturb the surface.

7. Lessee will bury all gas and oil pipelines underneath the earth's surface a depth of two feet, except that such lines crossing streets or roads over which military vehicles and armored tanks usually travel, pipelines shall be buried a depth of three feet underneath such streets and roads.

8. Lessee will mark with appropriate signs or markers in sufficient size lettering to warn any member or unit of the National Guard of the whereabouts of all underground pipelines and above ground facilities constructed by lessee.

**LEASE NOTICE No. 3**

All or part of the leased lands may contain animal or plant species classified under the Endangered Species Act of 1973, as amended. Other species may have been identified as sensitive in accordance with Forest Service Manual 2670 and be listed on the current Regional Forester's List of Sensitive Plant and Animal Species. Further information concerning the classification of these species may be obtained from the authorized Forest Officer.

Exploration and development proposals may be limited or modifications required if activity is planned within the boundaries of a threatened, endangered or sensitive plant or animal species location as it then exists. All activities within these areas must be conducted in accordance with existing laws, regulations and the Forest Land and Resource Management Plan guidelines.

**LEASE NOTICE No. 4**

All or part of the leased lands may be classified as wetlands in accordance with Executive Order 11990, "Protection of Wetlands" or a floodplain in accordance with Executive Order No. 11988, "Floodplain Management." Additional management requirements for the protection of riparian areas are contained in 36 CFR 219.27(e) and the National Forest Management Act of 1976.

All activities within these areas may require special measures to mitigate adverse impacts to the resource values. They must comply with the above referenced executive orders, regulations, laws and be in accordance with the Forest Land and Resource Management Plan guidelines.

Further information concerning the classification and management of these lands may be obtained from the authorized Forest Officer.

**NO SURFACE OCCUPANCY STIPULATION NO. 2**

No surface occupancy or use is allowed on the lands described below (legal subdivision of other description).

T1N, R10W, St. Stephens Meridian

Section 28: All of the E2NE, part of the W2NE and part of the SE

For the purpose of:

Protection of the Erambert Seed Orchard. Land & Resource Management Plan. National Forests in Mississippi, as amended, 9/85.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)



## NATIONAL FORESTS IN MISSISSIPPI

### **TIMING LIMITATION STIPULATION NO. 1**

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

Site construction and drilling may be restricted during the wet season from 11/30 thru 3/31 depending on site specific conditions at the time the Application for Permit to Drill is filed.

On lands described below:

Entire Lease

For the purpose of (reasons):

Prevent excessive soil erosion and rutting resulting from construction activities during the wet season. Land and Resource Management Plan, National Forests in Mississippi, as amended, 9/85.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

**STIPULATION FOR LANDS OF THE NATIONAL FOREST SYSTEM  
UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE**

The licensee/permittee/lessee must comply with all the rules and regulations of the Secretary of Agriculture set forth at Title 36, Chapter II, of the Code of Federal Regulations governing the use and management of the National Forest System (NFS) when not inconsistent with the rights granted by the Secretary of the Interior in the license/prospecting permit/lease. The Secretary of Agriculture's rules and regulations must be complied with for (1) all use and occupancy of the NFS prior to approval of a permit/operation plan by the Secretary of the Interior, (2) uses of all existing improvements, such as Forest development roads, within and outside the area licensed, permitted or leased by the Secretary of the Interior, and (3) use and occupancy of the NFS not authorized by a permit/operating plan approved by the Secretary of the Interior.

All matters related to this stipulation are to be addressed to:

Forest Supervisor, NFs in Mississippi  
100 W. Capitol Street, Suite 1141  
Jackson, MS 39269  
Telephone No.: 601-965-4391

who is the authorized representative of the Secretary of Agriculture.

BLM Field Office  
Jackson Field Office  
411 Briarwood Drive  
Suite 404  
Jackson, Mississippi 39206

Surface Management Agency  
USDA, Forest Service - Region 8  
Room 792 South, Lands & Minerals  
1720 Peachtree Road, N.W.  
Atlanta, Georgia 30367